

SECTION C

DESCRIPTION, SPECIFICATIONS AND STATEMENT OF WORK

C.1 SCOPE AND PURPOSE

C.1.1 General

The purpose of this Contract is to transfer ownership of specified National Capital Region (NCR) installations (Installation) utility distribution and collection systems (UDC Systems) (except natural gas distribution systems) from the United States Government to one or more non-government entities; to require that the new owner, through its own financing arrangements, promptly brings the UDC Systems into compliance with all relevant and appropriate standards that apply to non-government-owned utility distribution and collection systems; to require that the new owner provide quality operation and maintenance of the UDC Systems; and to require that the new owner provide uninterrupted, high quality distribution and collection services of the utilities carried by the UDC Systems.

C.1.2 Coverage of this Contract

The information in this solicitation pertains to all of the Installations and UDC Systems shown below. However, only the Installation(s) and its (their) respective UDC System(s) explicitly identified in the award portion of this solicitation is (are) covered by this solicitation.

CLINS #	MDW Installations				
	#1 Fort Meade E, NG	#2 Fort Myer E, PW, WW	#3 Fort McNair E, NG, PW, WW	#4 Fort Belvoir E, PW, WW	#5 Fort A.P. Hill E
0001	X				
0002		X			
0003			X		
0004				X	
0005					X
0006	X	X			
0007	X		X		
0008	X			X	
0009	X				X
0010		X	X		
0011		X		X	
0012		X			X

0013			X	X	
0014			X		X
0015				X	X
0016	X	X	X		
0017	X	X		X	
0018	X	X			X
0019	X		X	X	
0020	X		X		X
0021	X			X	X
0022		X	X	X	
0023		X	X		X
0024		X		X	X
0025			X	X	X
0026	X	X	X	X	
0027	X	X	X		X
0028	X	X		X	X
0029	X		X	X	X
0030		X	X	X	X
0031	X	X	X	X	X

E - ELECTRIC
 NG - NATURAL GAS
 PW - POTABLE WATER
 WW - WASTE WATER

C.2 PRIVATIZATION POLICY

C.2.1. Policy

Section 2688 of Title 10, United States Code gives the Secretary of a military department authority to convey all or part of Department of Defense (DoD) utility systems, including electric, water, wastewater, and natural gas, as well as steam, hot and chilled water, and telecommunication systems, to a municipal, private, regional, district, or cooperative utility company or other entity. DoD has decided to privatize the electric, water, wastewater and natural gas utility systems on its installations, except where privatization is uneconomical or unique security reasons require DoD to retain ownership. DoD's objective is to remove themselves from the business of owning, managing and operating utility systems by privatizing these utility systems.

C.2.2. Privatization Defined

Privatization is defined as the transfer of ownership, responsibilities for investments, upgrade, plant replacement and continued operation and maintenance of the Army-owned utility

systems to the non-Department of Defense sector. An economic analysis is required by federal statute. The economic analysis requires a positive life cycle cost analysis for the privatization option. Congress further requires a 21-day period to review the economic analysis before a conveyance can be made. All agreements made pursuant to this notification are also subject to Congressional notification.

C.3 REQUIREMENTS (GENERAL)

C.3.1 Own, Replace, Upgrade, Repair, Operate and Maintain

The Contractor(s) shall accept full ownership and liability for the UDC Systems, except natural gas UDC's at the installations listed in Section C.1.2. The Contractor(s) shall furnish the facilities, labor, materials, tools and equipment necessary to operate, maintain, repair, expand, upgrade and improve the UDC System(s) to ensure safe, adequate and dependable service to each existing or new Government or tenant connection within the serviced premises, consistently, 24 hours a day, 365 days per year. The Contractor(s) shall be responsible for funding all capital investments necessary to acquire, maintain and operate each system in a safe, reliable condition and to meet the requirements listed herein. These services shall be in accordance with all relevant and appropriate local, state/district and federal codes as well as industry standards. The Contractor(s) shall be responsible for compliance when relevant and appropriate local, state/district and federal codes are changed or new ones are put into effect.

C.3.2 Existing Natural Gas UDC Systems

The Contractor will not be required to assume ownership of the existing natural gas UDC Systems, but will be required to operate and maintain these UDC Systems on behalf of the Government until such time that a new natural gas UDC System(s) becomes operational. The new natural gas UDC System(s) will be designed, constructed, installed and owned by the Contractor and at such time, the Contractor will be required to meet all relevant and appropriate environmental regulations, policies and guidance's from federal, state/district and local authorities to de-commission the existing Government-owned natural gas UDC Systems.

C.3.3 General UDC System Descriptions

The UDC Systems initially covered by this Contract shall be those described in the documents entitled, General UDC System Descriptions, attached to this Contract at Section J, List of Attachments. These documents include narrative descriptions and inventories, and constitute the Government's best available data to describe the UDC Systems' service arrangements, system configurations and system requirements at the time of Contract Award. They include "order-of-magnitude" inventory reports containing estimated linear feet/circuit miles, estimated installation dates, and other information about the particular UDC System being described.

C.4 TRANSITION TO OWNERSHIP

C.4.1 Environmental Assessment

The Government is preparing an Environmental Assessment (EA) for the proposed privatization action at each Military District of Washington (MDW) installation, which encompasses all UDC System privatization actions covered by this contract at each respective installation. The EA is being conducted in accordance with the National Environmental Policy Act (NEPA) of 1969, as amended, the Council on Environmental Quality's regulations published at 40 CFR Part 1500, and Army Regulation 200-2, *Environmental Effects of Army Actions*. The EA will include an assessment of existing environmental, cultural, and socio-economic conditions at the Installation, and will also include an evaluation of the effect on the real property under easement(s) to be issued at time of Contract Award. The proposed privatization action under this contract stipulates that the underlying land associated with the easements to be granted for the existing UDC Systems remain the property of the Government, therefore the Government retains the responsibility under federal and state regulations for monitoring and remediation efforts for pre-existing ground contamination.

Since environmental assessments are in progress at the time of issuance of the utility systems privatization request for proposal, the EAs provided in Section J, List of Attachments are identified as Drafts. For each Draft EA, the Government has distributed a Public Notice to organizations and individuals that are known to have an interest in the proposed privatization action. The Government has also initiated cultural resources consultation with the applicable federal and state historic preservation office(s) under Section 106 of the National Historic Preservation Act of 1966, and solicited comments from the U.S. Fish and Wildlife Service as to impacts, if any, to threatened and endangered species in accordance with the Endangered Species Act of 1973. Copies of agency correspondence are included in Appendix A of these Draft EAs. Following all public and agency coordination, the Government intends to finalize the EA for each Installation so as to be able to provide a completed NEPA document prior to award(s) under this Contract.

C.4.2 Easement

An Easement will be issued concurrently with Contract Award, conveying a right of way for each UDC System. The rights of way will be based upon the Installation UDC maps. It is the Contractor's responsibility to record the easements and provide the Government with a certified copy of the record easement(s).

C.4.3 Bill of Sale

A Bill of Sale will be issued concurrently with Contract Award, conveying the personal property portion of the UDC System. The personal property for each UDC System to be conveyed is listed in Section J, List of Attachments (Inventory). The Contractor shall notify the Government and request a modification to the Bill of Sale if the Contractor discovers additional personal property after contract award. Should the Government determine that personal property

is necessary to operate the UDC system and was not included in Section J the Government will furnish the Contractor with a modification to the Bill of Sale. The Contractor shall accept the modification along with the personal property included in the original Bill of Sale. The Contractor and the Government intend that all capital improvements and enhancements to the facilities shall remain personal property to the maximum extent permitted by law.

C.4.4 Contractor's On-site Facilities and Support Services

C.4.4.1 Contractor-Furnished. The Contractor, at his expense, shall furnish, install, operate and maintain all facilities required to provide utility distribution service hereunder. Title to all these facilities shall remain with the Contractor and it shall be responsible for all loss of or damage to these facilities, except that arising out of the fault or negligence of the Government, its agents, or its employees. The Contractor shall be responsible for all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor from the construction, operation or maintenance of these facilities.

C.4.4.2 Government-Furnished Space. The Installation shall provide unimproved land and parking spaces to the Contractor for its use in performing this Contract as follows:

<u>Installation</u>	<u>Space Provided</u>
Fort Meade	Approximately 1000 s.f. of unimproved land area and 5 parking spaces.
Fort Myer	Approximately 1000 s.f. of unimproved land area and 5 parking spaces.
Fort McNair	No space will be provided.
Fort A. P. Hill	Approximately 1000 s.f. of unimproved land area for 5 parking spaces.
Fort Belvoir	Approximately 1000 s.f. of unimproved land area and 5 parking spaces.

The exact location of the Government-furnished space cannot be determined at this time and will, therefore be determined after contract award.

C.4.4.3 Services Paid for by Contractor. If the Contractor utilizes UDC System support facilities in the Government-furnished space, the following services and utilities shall be provided and billed to the Contractor at rates consistent with other non-Army tenants: natural gas, electricity, telephone, sewage, potable water, and refuse collection.

C.4.4.4 Joint Use of Utility Poles

The Government reserves the right to maintain existing telephone, cable TV and other communications wires attached to the Contractor's power poles located within the easements to be granted. The Government, also reserves the right to attached future telephone, cable TV and other communications wires to any existing poles or poles constructed by the Contractor in the future. The Utility shall allow no-cost joint use of utility pole space for the Government's telecommunications lines and other Government-owned signal systems, such as for cable television. The Utility shall execute joint use agreements with telephone and cable providers for additional or replacement poles or other services (requested by the telephone or cable provider). The Government must maintain current contractual obligations with various signal systems providers. Should it be determined that a portion of the powerline containing Government (or contractor) equipment or lines is no longer needed, the Government may, in lieu of restoration, require the Contractor to remove all of it's lines and equipment from the poles. If a utility pole is no longer needed, the Government may require that the contractor, at no cost to the Government; convey ownership of the poles to the Government or remove and dispose of said utility poles.

C.5 CAPITAL IMPROVEMENTS AND REPLACEMENTS

C.5.1 Meeting Standards

Upon Contract Award, the Contractor shall initiate action to bring all UDC Systems into compliance with all relevant and appropriate standards identified in Paragraph C.8, in accordance with the schedule set forth in paragraph C.5.1.1, the Contractor's Initial Capital Improvement Plan and the Contractor's Performance Compliance Plan. At all times thereafter, the UDC Systems shall comply with standards identified in Paragraph C.8. To the extent a UDC System is not compliant at the time of Contract Award, the Contractor shall be responsible for making the capital improvements and/or replacements necessary to bring the UDC System into operational compliance. Because the Government believes that the natural gas systems at Fort Meade, MD and Fort McNair, DC are not in compliance with relevant and appropriate standards, and further believes that complete replacement, rather than repair, will be required to bring those systems into compliance and to furnish the level of service required by this Contract, the Contractor shall make the replacement of the natural gas systems its highest priority.

The Contractor will not be required to assume ownership of the existing natural gas UDC Systems, but will be required to operate and maintain these UDC Systems on behalf of the Government until such time that new natural gas UDC System(s) become operational. The new natural gas UDC System(s) will be owned by the Contractor and at such time, the Contractor will be required to meet all environmental regulations, policies, and guidances from federal, state and local authorities to de-commission the existing Government-owned natural gas UDC Systems.

C.5.1.1 Capital Improvement Timelines. The Contractor shall complete all capital improvements to bring the following UDC Systems into compliance with all relevant and appropriate environmental, operational, and maintenance standards prior the end of the specified periods. Not all utility systems below will require complete system replacement. The Contractor is to use prudent engineering judgment to determine amount of UDC upgrade/replacement required to meet all relevant and appropriate standards. If the Contractor reasonably proposes to complete the capital upgrades prior to the maximum allowable time, the contractor may receive a more favorable evaluation from the Government. Descending order of importance prioritizes the list below. See Sections H and L for further descriptions of required reports and proposal directions.

Fort Myer Natural Gas Distribution System	18 months after Contract Award date
Fort Meade Natural Gas Distribution System	30 months after Contract Award date
All other UDC Systems	60 months after Contract Award date
(If capital improvements are required)	

C.5.2 Financing

The Contractor shall be responsible for obtaining financing for implementing its Initial Capital Improvement Plan, subsequent Capital Improvement Plans, Performance Compliance Plans, and O&M Plans.

C.5.3 Coordinating Projects

C.5.3.1 With Installation. The Contractor shall fully coordinate all projects with the Installation prior to initiation of UDC System construction projects. The Contractor shall, as a minimum, submit to the Installation Directorate of Public Works (DPW) or Directorate of Installation Support (DIS) an easement request, if needed, environmental compliance documents, if needed, a design plan of proposed work, and an excavation permit. Environmental compliance on an Installation includes, among other requirements, compliance with the National Environmental Policy Act (NEPA). Environmental documentation should not be initiated until the Installation has at least conceptually approved the design and location of the new construction.

C.5.3.2 Other Government Contractors. The Government will award other contracts for specialized work, which is outside the scope of this contract. These contracts will involve additional work at or near the site(s) under this contract. (e.g. Residential Community Initiative). The contractor under this contract will fully coordinate its work with the work of other government contractors (OGCs) and with the Contracting Officer. The contractor shall carefully adapt its schedule and performance of work under this contract to accommodate the work of the OGCs, and shall take coordination direction from the Contracting Officer. The OGCs will be placed under similar contracting conditions regarding coordination. The contractor shall make every reasonable effort to avoid interference with the performance of work by the OGCs, as scheduled by the OGCs or by the government.

C.5.3.2.1 Notification of Defective Work. If any part of the contractor's work is dependent upon the completion of work by OGCs, the contractor shall inspect such work and promptly report to the Contracting Officer in writing any apparent defects or deficiencies in such work that would render it unacceptable or prevent the Contractor from fulfilling his requirements to deliver a quality product in compliance with the Contractor schedule. Failure to perform such inspection of dependent OGC work, prior to commencement or continuance of Contractor follow-on work would constitute an acceptance by the contractor of the work under this contract, except for those defects and deficiencies in the work by other contractors which are latent or otherwise were not discoverable by reasonable inspection.

C.5.3.2.2 Notification of Obstructive Conditions. If any part of the contractor's work is impeded by unscheduled occupation or obstruction of contractor areas by OGCs, the contractor shall promptly report such conditions in writing to the Contracting Officer.

C.5.3.3 Notification of Scheduling Conflicts. If the contractor becomes aware of potential scheduling conflicts with activities by OGCs, the contractor shall promptly notify the Contracting officer in writing.

C.5.3.2.4 Weekly Coordination Meetings. The contractor shall be responsible for initiating and leading weekly coordination/scheduling meeting with the OGCs and representatives of the Government. The contractor shall be responsible for updating of the Contractor's capital improvement (initial and subsequent) schedule to reflect revisions resulting from the weekly coordination meetings.

C.5.4 Drawings

The Contractor shall create "as built" drawings for all new or renovated facilities installed by the Contractor on the Installation. The Contractor shall provide drawings/GIS data to the Government in an electronic format and in reproducible hard copy within 30 days after the completion of the new or renovated UDC System project.

<u>Installation</u>	<u>Electronic Format</u>
Fort Meade	Paragraph C.5.4.1
Fort Myer	Paragraph C.5.4.1
Fort McNair	Paragraph C.5.4.1
Fort Belvoir	Paragraph C.5.4.1
Fort A. P. Hill	Paragraph C.5.4.1

C.5.4.1 Contractor's Responsibility for GIS. The Contractor will be responsible for providing the Government with the GIS data that is to be integrated into the Government GIS System. The Contractor is to provide the GIS data in an Intergraph GeoMedia version 3.0 format or compatible.

C.5.5 Electrical Lighting

Electrical lighting will be included as part of the UDC Systems. Street lights, parking lot lights, area lights, exterior pole-mounted lights, and sports (ball field) lighting are included in the definition of the electrical UDC Systems if controlled from an exterior location and from the electrical distribution system. All lighting circuits controlled from an interior facility location will not be included in the definition of the electrical UDC Systems and therefore are not included in this Contract.

C.6 OPERATION AND MAINTENANCE

C.6.1 Coordination of Work on Installation.

C.6.1.1 Routine Work. Routine work, such as the scheduled replacement or abandonment/removal of electric, natural gas, potable water or wastewater utility distribution/collections facilities, shall be coordinated with the Installation's DPW, DIS, or designated representative on a monthly basis to ensure minimal impact to MDW Installation missions and operations. A single point of contact for the Contractor shall be provided to the Government for coordination.

C.6.1.2 Service and Trouble Calls. The Contractor's 24-hour Service Line telephone number will be published on the Installation. The Government employee responsible for the building or facility experiencing service outages or trouble will call the Contractor's Service Office to report an outage or service trouble. Restoration of service shall be coordinated with the Installation's DPW, DIS, or designated representative. The Contractor shall record service outage calls, documenting the time of call, time of service restoration and cause of outage. This information shall be provided to the Installation on a monthly basis or as specified by the Contracting Officer.

C.6.1.3 Connections/Disconnections. The Contractor shall be responsible for adding additional service points and/or deleting service points that are no longer required at the discretion of the Contracting Officer. The Contractor shall provide a single point of contact for service coordination with the DPW or DIS. The Government shall provide a point of contact per Installation. This work shall be included as part of the total cost bid in Schedule B. See also Section L for additional details.

C.6.1.4 Temporary Service. Upon request, the Contractor shall extend temporary service to contractors performing projects for the Government at the Installation. The establishment, exact location and terms of service for such extensions shall be negotiated directly by the Contractor, and shall be provided to the contractor performing work for the Government. This work shall be included as part of the total cost bid in Schedule B. See also Section L for additional details.

C.6.1.5 Scheduled Utility Outages. The Contractor shall coordinate with the Installation and other contractors of the Installation to facilitate planned utility outages and to

provide underground utilities location markings to allow construction/repairs on the Installation to proceed smoothly. Scheduled outages shall be coordinated with the Installation DPW, DIS, or designated representative according to the table below. The Installation reserves the right to either disapprove a scheduled utility outage or to cancel at any time, before or during, a scheduled utility outage if such outage might adversely affect the Installation's critical missions and operations. In the event of such disapproval or cancellation, the parties will coordinate a mutually acceptable alternative time for the scheduled outage. Scheduled utility outages conducted after normal working hours may be required to lessen inconvenience to Installation mission critical functions.

Scheduled Utility Outages:

Installation:	Scheduled Outage Notification Days
Fort Meade, MD:	10 working days.
Fort Myer, VA:	17 working days.
Fort McNair, DC:	17 working days.
Fort Belvoir, VA:	17 working days.
Fort A. P. Hill, VA:	10 working days.

Fort Belvoir requires 24-hour electric service to the Fort Belvoir Commissary. The Fort Belvoir Commissary does not have Army-owned stand-by generation, thus the Contractor shall provide stand-by generation during scheduled outages as needed at no additional cost to the Government.

At Fort Belvoir, the Contractor shall coordinate any scheduled potable water outage for normal potable water maintenance with the Fort Belvoir DIS and shall inform all affected Building Facility Managers or Housing Managers. The Contractor shall also inform the Fort Belvoir DIS of any disruption of water service, including the time frame for repairs and cause. Prior to re-establishment of potable water service, the Contractor shall coordinate with the Dewitt Army Hospital Preventive Medicine personnel for testing of potable water for water quality indicators.

C.6.1.6 Digging/Excavation Permits and Notifications. The Contractor shall comply with the instructions and Installation policies of the Installation's Digging or Excavation Permit at least fourteen (14) working days prior to utility repair, maintenance, or upgrade that may interfere with other services. The digging/excavation permits will be made available at the Installations; contact Installation POC for additional information.

The Contractor shall mark the proposed location no more than 24 hours prior to requesting the excavation/digging permit. The Contractor shall meet with the Installation or other requesting party, by appointment, at the site (if requested) to discuss the details of the proposed excavation. The Installation or other requesting party will provide a response, locating and marking underground facilities and obstructions or request a site meeting within seventy-two (72) hours of notification. A log of requests will be kept by the notification service using a number to

track requests and permits. The Contractor shall locate and mark its facilities upon request of the Government. All parties will record and refer to tracking numbers in correspondence. Excavation without proper notification and completed permit will be at the risk of Contractor. The Contractor shall be liable for all damages and repairs caused by Contractor's excavation. No routine, non-emergency digging or excavation shall be performed on the Installation after 1600 hours on weekdays or at any time on weekends unless prior approval is obtained. Installation Excavation Permit's are available at each installation.

C.6.2 Metering and Billing

C.6.2.1 Existing Meters. The Contractor shall own, operate and maintain all existing distribution meters located on the exterior of a facility. Utility meters located interior to a facility will not be included. The Contractor shall read all existing meters (mounted on exterior of facility) monthly and provide billing data to the Government monthly. Tenant billing arrangements shall remain unchanged. The cost of operation, maintenance and reading of all existing meters shall be included in the Total Cost in Section B.5, Price Proposals.

C.6.2.2 Additional Meters. The Contractor may be requested by the Contracting Officer to install additional UDC System meters at selected locations. The Contractor would then be required to read all additional meters monthly and provide billing data to the Government monthly. Installation of additional meters shall not affect existing tenant billing arrangements. The cost of operation, maintenance, and reading of additional meters shall be addressed in accordance with the Changes Clause, Section H. See also Section L for metering cost proposal information.

C.6.2.2.1 Ft Myer Meter Requirement. The Government requires installation of meters on the potable water lines between Ft. Myer and Arlington National Cemetery and Henderson Hall. This includes the "loop system" that serves the fire hydrants at Henderson Hall.

C.6.2.3 Meter Maintenance. All meters shall be maintained according to the Contractor's standard operating procedures. The Contractor-owned meters shall be calibrated at the beginning of the contract period and then periodically in accordance with the Contractor's standard practice. A copy of the Contractor's meter maintenance policy or procedures shall be provided to the Contracting Officer. Additional description of requirements is contained in Section L.

C.7 SERVICE AND EMERGENCY RESPONSE

C.7.1 Outages

The Contractor shall use reasonable diligence to provide an uninterrupted distribution of electric, natural gas, potable water and wastewater service at each Installation, but shall not be

liable for damages, breach of contract or otherwise to the Government for failure, suspension or other variations of service (in accordance with Para. C.8.2.2) occasioned by or in consequence of any cause beyond the control of the Contractor, including acts of God or of the public enemy, fires, floods, earthquakes or other catastrophic failure or breakdown of outside transmission or other facilities. If, due to actions of the Contractor, suspension, failure or other variation of service (in accordance with Para. C.8.2.2) shall aggregate for more than the time limit specified below per UDC System for any facility service location during any monthly billing period hereunder, a Disruption Credit and/or Damages Credit shall be made in the monthly billing specified in this Contract. The Disruption Credit shall not be applied before completion of the Capital Improvement Plan or prior to the end of the timelines identified in Paragraph C.5.1.1, whichever occurs first. Scheduled utility outages for routine repair will not be included in the aggregate limit.

Disruption Credit:

<u>UDC System</u>	<u>Disruption Credit Rate</u>	<u>Aggregate Limit</u>
Electric	\$100.00 per service location per hour after	4 hours
Natural Gas	\$100.00 per service location per hour after	4 hours
Potable Water	\$50.00 per service location per hour after	4 hours
Wastewater	\$50.00 per service location per hour after	4 hours

Service Location: Service Location for use in calculation of the Disruption/Damage Credit is defined as one UDC System per building. If, for example, a Contractor provides electric, natural gas, potable water, and wastewater collection/distribution service to a building, 4 service locations would result, one per type of UDC service.

The Disruption Credit shall be credited to the Installation on the Contractor's monthly utility service bill no later than the second month following the event and shall be clearly indicated on the utility service bill.

Damages Credit: Damages Credits shall be applied to recover the Government's imputed costs arising from actions required by the Government to repair, replace, remediate, compensate for, or avoid the effects of the failure, suspension or other variation of service. The Government's imputed cost shall be determined by Government determination of appropriate labor, equipment, overhead and other reasonable rates as required by the Government to repair, replace, remediate, compensate for or avoid the effects of a UDC System failure, suspension or other variation of service.

The Damages Credit shall be credited to the Installation on the Contractor's monthly utility service bill no later than two months after the Government notifies the Contractor of the Government's imputed costs. The Damages Credit shall be clearly indicated upon the Contractor's monthly utility bill.

C.7.2 Routine Service Calls

The Contractor shall respond to a routine service call after receiving notification and initiate restoration within the time indicated in the chart below. Initial response to the routine service call is defined as any UDC System problem other than an Emergency Situation as defined below. Response to a routine service call is defined as having a Contractor representative on-site to assess and initiate remedies to the problem. The Contractor shall have in place a mechanism, means, or procedure by which the Installation DPW or DIS personnel can quickly notify the Contractor of the utility service problem. If there is an order of precedence of numbers/Contractor personnel to call, the Contractor shall clearly define that precedence. If the utility service problem is caused due to an upstream distribution fault (outside the Installation), the Contractor should coordinate with the upstream service provider, then advise the Installation DPW or DIS personnel of the “restoration of utility service” priority.

Outage Response Times:

Installation	Normal Hours	Response	Non-Normal Hrs	Response
Ft. Meade, MD	0730 to 1600 hrs.	30 min	1601 to 0729 hrs.	45 min
Ft. McNair, DC	0730 to 1600 hrs.	30 min	1601 to 0729 hrs.	45 min
Ft. Myer, VA	0730 to 1600 hrs.	30 min	1601 to 0729 hrs.	45 min
Ft. Belvoir, VA	0630 to 1600 hrs	45 min	1601 to 0629 hrs	60 min
Ft. A. P. Hill, VA	0730 to 1600 hrs.	30 min	1601 to 0729 hrs.	45 min

C.7.3 Emergency Situations

An Emergency Situation is an interruption to UDC System service that creates a potential life, health or safety concern to Installation personnel, as determined by the Installation DPW or DIS. The Contractor shall respond to Emergency Outages within 30 minutes after the Contractor receives notification. Definition of emergency situations will include downed live electric conductors, electric transformer outages or fires, any natural gas leakage, potable water main rupture, or wastewater force main ruptures. Response to the Emergency Situation is defined as having a Contractor representative on-site to assess and initiate remedies toward the situation.

C.7.4 Major Storm Damage and Outage Restoration Priority

The Contractor shall have in place a mechanism, means, or a procedure (including a telephone number) by which the Installation DPW, DIS, or designated representative can quickly notify the Contractor of the outage/damage caused by a weather or natural event. The Contractor shall have an emergency plan in place for an efficient restoration of UDC service. If the storm damage is widespread and affects more than the Installation, the Installation DPW or DIS personnel must be advised of the Installation’s restoration of utility service priority. The Contractor shall notify the Installation DPW or DIS personnel of the situation/priority as soon as possible. The Installation will provide the Contractor with a prioritized service restoration list, contained in Section J, List of Attachments. The Contractor shall restore UDC service to the

Installation facilities in the prioritized order as indicated on the Government furnished list, as is reasonable. The priority response will take into consideration the Contractor's other critical civilian priorities (life-safety priorities such as hospitals), if applicable.

C.7.5 Notification

The Contractor shall establish a point of contact phone number (24-Hour Service Line) for use by the Government in providing response for outage, service problems, or failures. The 24-Hour Service Line shall be available continuously throughout the term of the Contract. Notification of outage, service problems, or other failures by Installation personnel to the Contractor shall be through the 24-Hour Service Line. Notification of outage or service trouble is defined as any person on the Installation notifying the Contractor of the outage or service trouble on the 24-Hour Service Line.

C.8 STANDARDS

C.8.1 General Performance Standards

Unless otherwise provided for in this Contract, the Contractor shall perform its required services in accordance with relevant and appropriate standard construction, operations, maintenance, management, safety and other relevant codes and standards, written or otherwise, that apply to its public utility service customers (if applicable) or general public customers whose service characteristics, either individually or collectively, are comparable to the service characteristics for the Installation(s). The Contractor shall be required to comply with all relevant and appropriate local, state/district and federal codes, regulations or laws, and changes thereto, as they pertain to the design, installation, operation, maintenance and repair of the utility distribution/collection systems. The Contractor shall comply with all relevant and appropriate ordinances, rates, standards, operating policies or standard operating procedures, as well as modifications thereto, as they are made and enacted. The Contractor may elect to maintain the UDC System(s) in accordance with additional or more stringent standards or specifications than the minimum described herein. The Contracting Officer reserves the right to periodically request an unannounced inspection of facilities to assure compliance with applicable codes and regulations.

C.8.2 Electric Performance Standards

C.8.2.1 Electric Standards. The electric distribution system(s) shall be operated and maintained in accordance with the National Electric Safety Code (ANSI-C2) (as applicable), National Electric Code (NEC) (as applicable), Army Regulation (AR) 420-49, Utility Services, all relevant and appropriate state/district, federal, and local safety, fire, and environmental laws or codes. All meters shall be maintained according to the Contractor's standard operating procedures, if relevant and appropriate.

C.8.2.2 Voltage Standards. The Installations' nominal secondary voltages are: 120 or 240 volts, single phase, two wire; 120/240 volt, single-phase, three wire; 120/208 volt, three-phase, four wire, wye connected; 277/480 volt, three-phase, four wire, wye connected; 240 volt, three-phase, three wire; 120/240 volt, three-phase, four wire, delta connected. The Contractor will make every reasonable effort to maintain voltage levels, as measured at the service entrance connection point, to +/- 5% for lighting, residential, and light commercial type services; and +/- 10% for large power or industrial type services. The voltage variation limits are based upon constant load consuming devices or gradual load changes and not upon fluctuating loads (large inrush currents, etc). The Contractor will perform random sampling of each type of service during peak and off-peak usage periods each contract year. Samples shall be taken at multiple points along multiple feeders from each substation. Voltage data shall be incorporated in the Annual O&M Plan. Sample population shall be one per five hundred service points.

C.8.2.3 Energy Efficiency. All replacements, additions, renewals or upgrades shall be with energy efficient equipment. An example would be a replacement of a mercury vapor streetlight with a high-pressure sodium light or more efficient light type. Transformer efficiencies for replacements, additions, renewals or upgrades shall be in accordance with the Rural Utility Service (RUS) Bulletin 61-16, Guide for the Economic Application of Distribution Transformers, and the Environmental Protection Agency (EPA) Energy Star Program.

C.8.3 Natural Gas Performance Standards

The Government-owned natural gas distribution systems shall be operated, maintained, de-commissioned (purged, capped and filled) in accordance with the Code of Federal Regulations (CFR), Title 49; Department of Transportation (DOT), Sections 190, 191, 192, and 199; AR 420-49, Utility Services, and relevant and appropriate state/district, local, and federal safety, fire and environmental laws/codes. The new Contractor-owned natural gas distribution system shall also be operated and maintained in accordance with the Code of Federal Regulations (CFR), Title 49; Department of Transportation (DOT), Sections 190, 191, 192, and 199; AR 420-49, Utility Services; relevant and appropriate state/district, local, and federal safety, fire and environmental laws/codes.

C.8.4 Potable Water Performance Standards

The Contractor shall manage the operation, maintenance, repairs, replacement, extension and/or removal of all or portions of the potable water system to ensure that adequate and dependable potable water utility distribution service is provided to each Government or tenant connection within the Installation(s) and to comply with AR 420-49, Utility Services and all relevant and appropriate federal, state/district and local environmental, health and safety laws and regulations for potable water and fire protection. All applicable environmental permitting issues will be the responsibility of the Contractor.

C.8.5 Wastewater Performance Standards

The Installation's wastewater collection system shall be operated and maintained in accordance with AR 420-49, Utility Services, and relevant and appropriate federal, state/district and local health, safety, environmental, operational laws, regulations or standards. All applicable environmental permitting issues (such as National Pollution Discharge and Elimination System (NPDES)) will be the responsibility of the Contractor, at no additional cost to the Government.

C.8.6 Environmental Performance Standards

The Installation's UDC Systems shall be operated and maintained in accordance with AR 200-1, AR 200-2, National Historic Preservation Act (NHPA), the Resource Conservation and Recovery Act (RCRA), and all relevant and appropriate federal, state/district, and local, health, safety, environmental, operational laws, regulations or standards. All applicable environmental permitting issues (such as National Pollution Discharge and Elimination System (NPDES)) will be the responsibility of the Contractor, at no additional cost to the Government. The Contractor shall obtain the Contracting Officer's approval prior to any action that would affect the Installation environment. Actions that potentially affect the Installation's environment may include, but are not limited to, construction, improvement, or replacement of UDC System facilities, changes in operations and maintenance procedures, actions that will affect the nature of contaminant treatment and release, changes to historic register or historic register-eligible properties within or along the then-existing easement, and excavation of soil or other materials. The Contractor shall complete all actions as required by NEPA to comply with AR 200-2 and AR 200-1 (e.g. Record of Environmental Consideration, Environmental Assessment, or Environmental Impact Study) for new work outside the then-existing easement that may affect the environment of the Installation.

C.9 LIMITATIONS/OBLIGATIONS

C.9.1 No Off-Site Service

The Contractor shall not use any UDC System to serve customers outside the Installation without express prior written approval of the Contracting Officer.

C.9.2 Government Responsibilities

The Government will retain ownership of utility facilities at points described in Section J, List of Attachments, General UDC System Descriptions.

C.9.3 Disposition of Facilities

C.9.3.1 Disposition of Excessed/Abandoned Facilities. The removal and/or disposition of excess or abandoned facilities and materials that are not used and useful for the purpose of providing utility services within the Installation shall be the responsibility of the

Contractor. All abandonment and disposal activities shall be conducted in accordance with all relevant and appropriate laws, regulations, and proprietary operating procedures.

C.9.3.2 Disposition Upon Expiration. Prior to expiration of this Contract, the Government intends to develop justification for authorizing sole source procurement with the Contractor for the next ten-year contract period (or maximum term allowed by FAR Part 41). The Contractor's unrecovered investment will be determined as set forth in Paragraph H.4, Termination Liability.

C.10 CONTRACTOR PERSONNEL ADMINISTRATION

C.10.1 Personnel Selection

C.10.1.1 Contractor's Obligations. The Contractor shall select personnel who meet the minimum personnel qualifications stated herein, shall supervise techniques used in their work, and shall keep them informed of all improvements, changes, and methods of operations.

C.10.1.2 Contractor's Rights. The Contractor shall have the right to replace or transfer its personnel and to substitute other qualified personnel; provided, however, that such transfers or replacements will not cause a delay in services rendered.

C.10.1.3 Limitations. The Contractor shall ensure that its personnel under this Contract are not placed in a position:

1. where they are appointed or employed by Government personnel or under the supervision, direction, or evaluation of Government personnel, military or civilian;
2. of Army staff or Army policy-decision making;
3. of command, supervision, administration, or control over Department of the Army military or civilian personnel, or personnel of other Contractors, or become a part of the Government organization;
4. for use in administration or supervision of military procurement activities; or
5. to establish requisitioning objectives, station stockage lists, or direct supply channels to a manufacturer, or otherwise circumvent established Department of Army supply channels.

C.10.1.4 Contractor's Employees are not Government Agents. The utility services performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

C.10.1.5 Installation's Rules Apply to Contractor. Rules, regulations, direction, and requirements issued by Installation or other command authorities, under their responsibility for good order, administration and security, apply to all personnel who enter the Installation or who travel by Government transportation. The Contractor will not construe or interpret this to establish any degree of Government control that is inconsistent with a utility services contract.

C.10.2 Minimum Qualifications

C.10.2.1. Key Management Personnel. Key management personnel shall include a Project Manager, alternate Project Manager, and Utility Maintenance Manager. These personnel must have experience in managing an effort of similar size and scope requiring similar technical and management skills. These management personnel should have overall experience in the operation and maintenance of a comparable utility activity of the same or similar scope.

C.10.2.2. Project Manager. Project Manager and Alternate Project Manager must each have a minimum of seven years experience as a project manager satisfying all requirements stated in the immediately preceding paragraph.

C.10.2.3. Utility Manager. The Utility Manager must have a minimum of seven years' experience as an operations and maintenance supervisor for a utility distribution/collection system of at least similar size and complexity to the Installation'(s). The Utility Manager must have demonstrated working knowledge of all applicable national standards of at least one (1) of the four (4) (electric, natural gas, potable water, and wastewater) UDC Systems covered by this Contract.

C.10.2.4. Other Key Personnel. Other personnel may be considered by the Contractor as "Key Personnel" as the result of the Contractor's organization alignment or if the duties and skills of certain individuals are essential to Contract performance and their replacements would result in interruption of some essential utility service. Any personnel in supervisory and management positions must have a minimum of five years experience commensurate with the position held. See Section H, Key Personnel.

C.10.2.5. Personnel Certifications. Personnel holding the following categories of positions must be certified as stated below, if applicable:

1. Water Treatment Specialist - Certified by Virginia or the District of Columbia as a Water Treatment Specialist.

2. High Voltage Lineman - Certified by Virginia, Maryland, or the District of Columbia as a High Voltage Lineman.

3. Master Plumber - Certified by Virginia, Maryland, or the District of Columbia as a Master Plumber.

4. Waterworks Operator – Certified by Virginia or the District of Columbia as a Waterworks Operator.

C.10.2.6. Electricians. Electricians must possess a working knowledge of the U.S. National Electric Safety Code and the ability to read and interpret plans, specifications and drawings. These personnel must have a minimum of four years experience as a journeyman electrician and a current license from the jurisdiction(s) in which they will be working under this Contract.

C.10.2.7. Welders. Welders shall have demonstrated through training and/or experience, such as successful completion of an apprentice program, a knowledge of the full range of standard welding processes, including electric arc, oxyactetylene and inert gas shielded processes, and the ability to plan layout work from sketches to blueprints. Incumbents shall also demonstrate knowledge of physical properties and welding techniques of various common metals and alloys, and the ability to perform welding in flat, vertical and overhead positions while maintaining required tolerances.

C.10.2.8. Plumbers. Plumbers must possess a working knowledge of local building codes and the ability to read and interpret plans, specifications and drawings. These personnel must have a minimum of four years experience as a master plumber and must have a current certification from the jurisdiction(s) in which they will be working under this Contract.

END OF SECTION C